*United States Government*
*National Labor Relations Board*
**OFFICE OF THE GENERAL COUNSEL**

# Advice Memorandum

DATE: March 18, 2005

TO : James J. McDermott, Regional Director
Region 31

FROM : Barry J. Kearney, Associate General Counsel
Division of Advice

SUBJECT: Cedars Sinai Medical Center
Case 31-CA-27001

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This Section 8(a)(1) case was submitted for advice on whether the Employer unlawfully reproduced and distributed among employees copies of an anti-union campaign brochure which had been originally produced and distributed by an anti-union group of employees.

We conclude that the Employer did not unlawfully interfere with employee Section 7 rights by further disseminating already existing campaign literature, adopting and distributing that literature as the Employer's own view.

## FACTS

One Voice is a grassroots group of anti-union registered nurses employed by the Employer. In July 2004, the Board set aside the results of a prior election and ordered a new one.[1] The Region scheduled a new election for October 13-15, 2004.

On October 1, One Voice began distributing a four-page brochure containing testimonials from registered nurses who opposed the Union. The front of the brochure stated, inter alia, "Published by One Voice Our Voice." There is no evidence that the Employer had any involvement in the production and distribution of this brochure by One Voice.

At some point after One Voice had distributed copies of its brochure, the Employer reproduced 500 additional copies. The Employer gave these copies to its managers to distribute among the employees. The Employer states that the copied brochures were distributed in the same manner as the Employer distributed other Employer-generated campaign literature. On October 8 the Union withdrew its petition.

## ANALYSIS

[1] Cedar's-Sinai Medical Center, 341 NLRB No. 58 (2004).

The Employer's did not unlawfully interfere with employee Section 7 rights by further disseminating already existing campaign literature, adopting and distributing that literature as the Employer's own view.

An employer violates Section 8(a)(1) when it provides financial assistance to an anti-union group of employees.[2] In Hy-Gain, some employees formed an anti-union group called the "Love Hy-Gain Committee." Committee members wore badges at work imprinted with the employer's name followed by either "You've got a friend" or "Love it or leave it." The Committee badges were printed on company presses with the employer's authorization. The ALJ, adopted by the Board, found that the employer violated Section 8(a)(1) by giving "assistance to an anti-union committee by authorizing the printing of committee materials on company presses." Id at 88.

We find Hy-Gain clearly distinguishable. There the employer directly assisted the anti-union committee by producing, at the employer's expense, the committee's anti-union materials. In contrast, the Employer here did not provide any direct assistance to One Voice which had already produced and distributed its own brochure, at its own expense. The Employer merely reproduced and further disseminated this existing campaign literature, adopting the employee opinions therein as the Employer's own view.[3]

We conclude that the Employer's open distribution of the committee's brochure as the Employer's own view was conduct "too insubstantial" to amount to interference with the employees' selection of a representative.[4] In Ranco, an anti-union group asked the employer to print the group's campaign literature. The employer agreed, printed the literature, returned it to the group, which then distributed it. The employer also posted a notice to employees

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[2] See, e.g., Hy-Gain Electronics, 232 NLRB 85 (1977).

[3] See Culinary Workers Local 226 (Venetian Casino), Case 28-CB-5928, Advice Memorandum dated June 16, 2003 (union did not violate Section 8(b)(1)(A) by reproducing and distributing copies of a Board informal settlement agreement signed by employer; union merely adopted the settlement agreement's conclusion, i.e., that the employer had violated the Act, as the union's own view, which was conduct privileged by Section 8(c)).

[4] See Ranco, Inc., 109 NLRB 998, enf'd 222 F.2d 543 (6th cir. 1955).

announcing that the employer had borne the costs of printing the employee group's literature. The Board found no violation: "particularly in the absence of deception . . . the part played by the Respondent in the dissemination of the noncoercive views of such employees was too insubstantial" to amount to Section 8(a)(1) interference with employee Section 7 rights.

We reach the same conclusion here for the same reasons. The Employer's overt further distribution of the One Voice brochure, as the Employer's own campaign literature, was nondeceptive conduct "too insubstantial" to interfere with the employee's free choice of representative. The Region therefore should dismiss this charge, absent withdrawal.

B.J.K.